

WOOD COUNTY ELECTRIC COOPERATIVE, INC. ELECTRIC SERVICE TARIFF	Section No.: 1 Effective Date: May 1, 2009 Page: 1
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SECTION 2. STATEMENT OF OPERATIONS

Wood County Electric Cooperative, Inc., is a member owned and controlled, non-profit electric cooperative system chartered under the Texas Utilities Code Chapter 161, Electric Cooperative Corporation Act of the State of Texas. Member control is exercised through the Cooperative's Board of Directors, this Board being nominated and elected by the members.

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SECTION 3. AREAS SERVED

Wood County Electric Cooperative provides electric power service to the public in portions of the following counties:

Wood, Camp, Upshur, Smith, Van Zandt, Franklin, Hopkins, Rains, and Titus Counties.

Wood County Electric Cooperative provides electric power service to the public in the following cities and/or towns:

Quitman, Hawkins, Mt. Vernon, Yantis, Winnsboro, Mineola, Ben Wheeler, Van, Fruitvale, Grand Saline, and Hide-A-Way Lake.

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SECTION 4. RATE SCHEDULES

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SINGLE PHASE SERVICE

SCHEDULE A

AVAILABILITY

Available to:

1. All single-phase residential consumers subject to all established Terms and Conditions of Membership.
2. All single-phase non-residential consumers with load consistently below 50 KW demand per meter subject to all established Terms and Conditions of Membership. This load will be determined on an annual basis each December. Non-residential consumers with load less than 50 KW demand for at least nine of the previous twelve months will be placed on this rate.

TYPE OF SERVICE

Single-phase, 60 cycle at available secondary voltage.

NET MONTHLY RATE

Customer Charge	@	\$14.00 per month
Energy Charge	@	6.667 ¢ per KWH

MINIMUM CHARGES

The minimum monthly charge for a permanent single-phase service shall be \$14.00.

POWER COST RECOVERY FACTOR CHARGE

The above rates shall be increased or decreased pursuant to the provisions of the Cooperative's Power Cost Recovery Factor (PCRF). See page 15 for details of PCRF calculation.

TEMPORARY SERVICE

Temporary service such as service to trailers, mobile homes, construction jobs, fairs, and carnivals shall be supplied in accordance with the foregoing rate except that the member shall pay in addition to the foregoing charges the total costs of connecting and disconnecting service less the value of materials returned to stock. A deposit, in advance, may be required of the full

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amount of the estimated bill for service, including the cost of connection and disconnection. The amount of the deposit will be agreed upon by the Cooperative and member before service is initiated.

FRANCHISE COST ADJUSTMENT

For service rendered within the incorporated limits of a municipality that charges the Cooperative a franchise fee to serve members located within the municipality, the Cooperative shall calculate the applicable franchise cost adjustment to be a separately stated adjustment on those members' bills. The amount of the separately stated adjustment shall be determined by the following formula:

$$FCA = TAB \times FCR$$

Where:

FCA = Franchise Cost Adjustment

TAB = Total amount billed to a member within the applicable municipality for electric service under any applicable tariff or rate, excluding sales tax and any other amounts which are deductible under provisions of the Cooperative's franchise agreement with that municipality.

FCR = Franchise cost rate (expressed as a decimal) calculated by the Cooperative which includes the amount levied by the municipality during the test year within its corporate limits where the member's service is rendered plus any other cost paid or incurred by the Cooperative pursuant to or as a result of the respective municipality franchise agreement.

LATE PAYMENT CHARGE

The above rates are net. In the event the current monthly bill is not paid within sixteen (16) days of the billing date, a five percent (5%) late payment charge will be added to the bill.

QUITMAN ADJUSTMENT

All meters contracted by the City of Quitman receive energy billed at one-half the delivered cost of power. All other meters residing within the incorporated Quitman city limits will be charged a cost recovery factor to offset this adjustment. This amount, called the Quitman adjustment, will be calculated as a kWh charge and will be applied to every non-City of Quitman meter residing with the city limits. This charge is periodically adjusted to recover the cost of fuel.

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TERMS OF PAYMENT

Bills become delinquent if unpaid by due date. At that point service is subject to being disconnected if the member has not paid the bill and if the Cooperative has given the proper disconnection notice. Refer to Section 5, Page 17 for details on billing and payment for service.

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GENERAL SERVICE UP TO 50 KW

SCHEDULE GS

AVAILABILITY

Available to:

1. All three-phase residential consumers subject to all established Terms and Conditions of Membership.
2. All three-phase non-residential consumers with load consistently below 50 KW demand per meter subject to all established Terms and Conditions of Membership. This load will be determined on an annual basis each December. Non-residential consumers with load less than 50 KW demand for at least nine of the previous twelve months will be placed on this rate.

TYPE OF SERVICE

Three-phase at available secondary voltage. Motors having a rated capacity in excess of 10 HP must be three-phase.

NET MONTHLY RATE

Customer Charge	@	\$29.00 per month
Energy Charge		First 1500 KWH per month @ 6.21 ¢ per KWH Over 1500 KWH per month @ 5.42 ¢ per KWH
Demand Charge		First 10 kilowatts of billing demand per month, no demand charge. Excess above 10 kilowatts of billing demand per month at \$4.50 per kilowatt.

MINIMUM CHARGES

The minimum monthly charge shall be \$29.00.

DETERMINATION OF BILLING DEMAND

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The billing demand shall be the maximum kilowatt demand established by the member for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

MINIMUM ANNUAL CHARGE FOR SEASONAL SERVICE

Members requiring service only during certain seasons not exceeding nine (9) months per year may guarantee a minimum annual charge, in which case there shall be no minimum monthly charge. The minimum annual charge shall be sufficient to accrue adequate compensation for the facilities installed to service the member, and in no event shall it be less than twelve times the minimum monthly charge determined in accordance with the foregoing paragraph. The minimum charge and the method by which the Cooperative will recover that charge will be agreed upon by the Cooperative and the member before the service is initiated.

TEMPORARY SERVICE

Temporary service is non-permanent service such as, but not limited to, service to trailers, mobile homes, construction jobs, fairs, and carnivals and shall be supplied in accordance with the foregoing rate except that the member shall pay in addition to the foregoing charges the total costs of connecting and disconnecting service less the value of materials returned to stock. A deposit, in advance, may be required of the full amount of the estimated bill for service, including the cost of connection and disconnection. Temporary service is more fully defined in subsection B, "Definitions," found in Section 5, "General Terms and Conditions of Membership."

POWER COST RECOVERY FACTOR CHARGE

The above rates shall be increased or decreased pursuant to the provisions of the Cooperative's Power Cost Recovery Factor (PCRF). See page 15 for details of Power Cost Recovery Factor calculation.

FRANCHISE COST ADJUSTMENT

For service rendered within the incorporated limits of a municipality that charges the Cooperative a franchise fee to serve members located within the municipality, the Cooperative shall calculate the applicable franchise cost adjustment to be a separately stated adjustment on those members' bills. The amount of the separately stated adjustment shall be determined by the following formula:

$$FCA = TAB \times FCR$$

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Where:

FCA = Franchise Cost Adjustment

TAB = Total amount billed to a member within the applicable municipality for electric service under any applicable tariff or rate, excluding sales tax and any other amounts which are deductible under provisions of the Cooperative's franchise agreement with that municipality.

FCR = Franchise cost rate (expressed as a decimal) calculated by the Cooperative which includes the amount levied by the municipality during the test year within its corporate limits where the member's service is rendered plus any other cost paid or incurred by the Cooperative pursuant to or as a result of the respective municipality franchise agreement.

LATE PAYMENT CHARGE

The above rates are net. In the event the current monthly bill is not paid within sixteen (16) days of the billing date, a five percent (5%) late payment charge will be added to the bill.

QUITMAN ADJUSTMENT

All meters contracted by the City of Quitman receive energy billed at one-half the delivered cost of power. All other meters residing within the incorporated Quitman city limits will be charged a cost recovery factor to offset this adjustment. This amount, called the Quitman adjustment, will be calculated as a kWh charge and will be applied to every non-City of Quitman meter residing with the city limits. This charge is periodically adjusted to recover the cost of fuel.

TERMS OF PAYMENT

Bills become delinquent if unpaid by due date. Service is subject to being disconnected if the bill has not been paid and proper disconnection notice has been given. Refer to Section 5, Page 17 for details on billing and payment for service.

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LARGE POWER SERVICE

SCHEDULE LP

AVAILABILITY

Available to all single or three-phase non-residential consumers with load consistently above 50 KW demand per meter subject to all established Terms and Conditions of Membership. The load will be supplied at one point of delivery and measured through one kilowatt hour meter, unless otherwise specified by contract.

TYPE OF SERVICE

Single or three-phase, 60 cycles at standard or accepted delivery voltages.

NET MONTHLY RATE

Customer Charge	@	\$128.00 per month
Energy Charge		
All KWH	@	3.358 ¢ per KWH
Demand Charge		
All KW of demand	@	\$6.00 per billing KW

There shall be a five percent (5%) discount applied to the energy charges if delivery is made at 12.5 kV and the member owns all equipment including transformation beyond the delivery point.

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. A charge of \$1.15 per KVA of installed transformer capacity.
2. The demand charge.
3. The minimum monthly charge specified in the contract.

DETERMINATION OF BILLING DEMAND

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The billing demand shall be the maximum kilowatt demand established by the member for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided hereafter, but in no event less than 60 percent (60%) of the highest demand established during the preceding eleven (11) months.

POWER FACTOR ADJUSTMENT

The member agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurements indicate that the power factor at the time of member's maximum demand is less than 85%, the demand billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 85% and divided by the present power factor.

POWER COST RECOVERY FACTOR CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Power Cost Recovery Factor (PCRF). See page 15 for details of Power Cost Recovery Factor calculation.

FRANCHISE COST ADJUSTMENT

For service rendered within the incorporated limits of a municipality that charges the Cooperative a franchise fee to serve members located within the municipality, the Cooperative shall calculate the applicable franchise cost adjustment to be a separately stated adjustment on those members' bills. The amount of the separately stated adjustment shall be determined by the following formula:

$$FCA = TAB \times FCR$$

Where:

FCA = Franchise Cost Adjustment

TAB = Total amount billed to a member within the applicable municipality for electric service under any applicable tariff or rate, excluding sales tax and any other amounts which are deductible under provisions of the Cooperative's franchise agreement with that municipality.

FCR = Franchise cost rate (expressed as a decimal) calculated by the Cooperative which includes the amount levied by the municipality during the test year within its

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corporate limits where the member's service is rendered plus any other cost paid or incurred by the Cooperative pursuant to or as a result of the respective municipality franchise agreement.

LATE PAYMENT CHARGE

The above rates are net. In the event the current monthly bill is not paid within sixteen (16) days of the billing date, a five percent (5%) late payment charge will be added to the bill.

QUITMAN ADJUSTMENT

All meters contracted by the City of Quitman receive energy billed at one-half the delivered cost of power. All other meters residing within the incorporated Quitman city limits will be charged a cost recovery factor to offset this adjustment. This amount, called the Quitman adjustment, will be calculated as a kWh charge and will be applied to every non-City of Quitman meter residing with the city limits. This charge is periodically adjusted to recover the cost of fuel.

TERMS OF PAYMENT

Bills become delinquent if unpaid by due date. Service is subject to being disconnected if the bill has not been paid and proper disconnection notice has been given. Refer to Section 5, Page 17 for details on billing and payment for service.

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OIL WELL PUMPING SERVICE

SCHEDULE OWS

AVAILABILITY

Available upon application from member of Cooperative for service to individual oil well above ground pump jacks supplied at one point of delivery and measured through one KWH meter.

This rate is not available to submersible pumps.

TYPE OF SERVICE

Single-phase or three-phase, 60 cycle at available secondary voltage.

NET MONTHLY RATE

Energy Charge _____ @ All KWH @ 3.59 ¢ per KWH

H.P. Charge @ \$3.15 per connected H.P.

DETERMINATION OF HORSEPOWER

The horsepower for billing purposes shall be the manufacturer's motor's highest name plate rating, or at its option, the Cooperative may determine the horsepower by test under conditions of maximum operating load.

POWER FACTOR ADJUSTMENT

The member agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurements indicate that the power factor at the time of member's maximum demand is less than 85%, the demand billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 85% and divided by the present power factor.

MINIMUM CHARGES

The minimum monthly charge under the above rate shall be the horsepower charge, but in no event shall it be less than \$15.00. Service under this schedule may be subject to control by a time switch. Payment of the minimum charge shall entitle the member in all cases to the use of the number of kilowatt-hours corresponding to the minimum charge in accordance with the foregoing rate.

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POWER COST RECOVERY FACTOR CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Power Cost Recovery Factor (PCRF). See page 15 for details of Power Cost Recovery Factor calculation.

FRANCHISE COST ADJUSTMENT

For service rendered within the incorporated limits of a municipality that charges the Cooperative a franchise fee to serve members located within the municipality, the Cooperative shall calculate the applicable franchise cost adjustment to be a separately stated adjustment on those members' bills. The amount of the separately stated adjustment shall be determined by the following formula:

$$FCA = TAB \times FCR$$

Where:

FCA = Franchise Cost Adjustment

TAB = Total amount billed to member within the applicable municipality for electric service under any applicable tariff or rate, excluding sales tax and any other amounts which are deductible under provisions of the Cooperative's franchise agreement with that municipality.

FCR = Franchise cost rate (expressed as a decimal) calculated by the Cooperative which included the amount levied by the municipality during the test year within its corporate limits where the member's service is rendered plus any other cost paid or incurred by the Cooperative pursuant to or as a result of the respective municipality franchise agreement.

LATE PAYMENT CHARGE

The above rates are net. In the event the current monthly bill is not paid within sixteen (16) days of the billing date, a five percent (5%) late payment charge will be added to the bill.

QUITMAN ADJUSTMENT

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All meters contracted by the City of Quitman receive energy billed at one-half the delivered cost of power. All other meters residing within the incorporated Quitman city limits will be charged a cost recovery factor to offset this adjustment. This amount, called the Quitman adjustment, will be calculated as a kWh charge and will be applied to every non-City of Quitman meter residing with the city limits. This charge is periodically adjusted to recover the cost of fuel.

TERMS OF PAYMENT

Bills become delinquent if unpaid by due date. Service is subject to being disconnected if the bill has not been paid and proper disconnection notice has been given. Refer to Section 5, Page 17 for details on billing and payment for service.

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SECURITY LIGHT SERVICE

SCHEDULE SL AVAILABILITY

Available to any member at a point or points adjacent to existing distribution lines.
Note: All Mercury Vapor options in this tariff are closed to new customers and are available only to customers that were receiving service under this rate as of October 1, 2007.

TYPE OF SERVICE

Single-phase, 60 cycle at available secondary voltage.

NET MONTHLY RATE

For one 175 Watt Mercury Vapor Lamp, assigned 75 kilowatt-hours per month, or one 100 Watt High Pressure Sodium Lamp, assigned 42 kilowatt-hours per month, erected on existing pole or structure on the Cooperative's side of the meter at \$7.00 per month.

For one 175 Watt Mercury Vapor Lamp, or one 100 Watt High Pressure Sodium Lamp, erected on existing pole or structure on the member's side of the meter and assigned no kilowatt-hours per month at the charges listed below:

Rate A	\$ 2.00
Rate GS	\$ 2.35
Rate OWS	\$ 4.30
Rate LP1	\$ 4.45

For one 400 Watt Mercury Vapor Lamp, assigned 172 kilowatt-hours per month, or one 250 Watt High Pressure Sodium Lamp, assigned 105 kilowatt-hours per month, erected on existing pole or structure on the Cooperative's side of the meter at \$12.30 per month.

For one 400 Watt Mercury Vapor Lamp, or one 250 Watt High Pressure Sodium Lamp, erected on existing pole or structure on the member's side of the meter and assigned no kilowatt-hours per month at the charges listed below:

Rate LP1	\$ 6.54
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The Cooperative will at the request of the member install a maximum of two poles (not to exceed 240 feet of conductor) at an additional cost of \$0.75 per pole per month and a service charge of \$150.00 per pole.

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The Cooperative will install an additional transformer for the lamp if 120/240 volt service is not available for an additional \$8.00 per billing month.

Underground secondary service for a security light, when required or requested, will comply with the tenants of this tariff regarding charges and with the underground secondary tariff relating to installation. The Cooperative will also require that the security light be connected on the member's side of the meter and the corresponding rate be applied.

POWER COST RECOVERY FACTOR CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Power Cost Recovery Factor (PCRF). See page 16 for details of Power Cost Recovery Factor calculation.

MAINTENANCE

The Cooperative will provide normal maintenance on the fixture and lamp at no additional charge. Effective October 1, 2007, Mercury Vapor Lamps that require repair will be replaced with High Pressure Sodium fixtures at no additional charge.

However, where such facilities are damaged or destroyed by vandalism, member neglect or causes other than natural such as lightning, the member shall be required to reimburse the Cooperative for the costs of repairs or replacement; otherwise, the lighting facilities may be removed.

INITIAL CONNECTION CHARGE / LAMP CHANGE CHARGE

In addition to the monthly charges set forth in the above Net Monthly Rate, the member will be charged \$37.00 per lamp when service rendered hereunder is initially connected. Also, if the member is currently being served with a lamp (i.e. Mercury Vapor) and requests a change to the other type of lamp (i.e. High Pressure Sodium) before the normal end of the lamp's service life, the member will be charged \$37.00 per lamp changed.

LATE PAYMENT CHARGE

The above rates are net. In the event the current monthly bill is not paid within sixteen (16) days of the billing date, a five percent (5%) late payment charge will be added to the bill.

QUITMAN ADJUSTMENT

All meters contracted by the City of Quitman receive energy billed at one-half the delivered cost of power. All other meters residing within the incorporated Quitman city limits will be charged a

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cost recovery factor to offset this adjustment. This amount, called the Quitman adjustment, will be calculated as a kWh charge and will be applied to every non-City of Quitman meter residing with the city limits. This charge is periodically adjusted to recover the cost of fuel.

TERMS OF PAYMENT

Bills become delinquent if unpaid by due date. Service is subject to being disconnected if the bill has not been paid and proper disconnection notice has been given. Refer to Section 5, Page 17 for details on billing and payment for service.

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MEMBER PRE-PAY SERVICE (SMARTPOWER)

SCHEDULE SP

Available to:

1. Single-phase individually metered consumers utilizing Form 2s meters and subject to all established Terms and Conditions of Membership.
2. Service under this schedule is not available to three phase service, CT metering, or to households where the Member or a member of the household is sustained with medical life support equipment.

TYPE OF SERVICE

Single-phase, 60 cycle at available secondary voltage.

NET MONTHLY RATE

Member Charge	@	\$16.00 per month
Energy Charge	@	6.667 ¢ per KWH

MINIMUM CHARGES

The minimum monthly charge for a permanent single-phase service shall be \$16.00.

POWER COST RECOVERY FACTOR CHARGE

The above rates shall be increased or decreased pursuant to the provisions of the Cooperative's Power Cost Recovery Factor (PCRF). See Section 4, page 19 for details of PCRF calculation.

FRANCHISE COST ADJUSTMENT

For service rendered within the incorporated limits of a municipality that charges the Cooperative a franchise fee to serve members within the municipality, the Cooperative shall calculate and apply the applicable franchise cost adjustment. The amount of the separately stated adjustment shall be determined by the following formula:

$$FCA = TAB \times FCR$$

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Where:

FCA = Franchise Cost Adjustment

TAB = Total amount billed to a Member within the applicable municipality for electric service under any applicable tariff or rate, excluding sales tax and any other amounts which are deductible under provisions of the Cooperative's franchise agreement within that municipality.

FCR = Franchise cost rate (expressed as a decimal) calculated by the Cooperative which includes the amount levied by the municipality during the test year within its corporate limits where the Member's service is rendered plus any other cost paid or incurred by the Cooperative pursuant to or as a result of the respective municipality franchise agreement.

QUITMAN ADJUSTMENT

All meters contracted by the City of Quitman receive energy billed at one-half the delivered cost of power. All other meters residing within the incorporated Quitman city limits will be charged a cost recovery factor to offset this adjustment. This amount, called the Quitman adjustment, will be calculated as a kWh charge and will be applied to every non-City of Quitman meter residing with the city limits. This charge is periodically adjusted to recover the cost of fuel.

PAYMENTS AND BILLING

A Member will be required to purchase a minimum of \$40.00 in electric power prior to installation of the pre-pay meter. The meter will be installed with a credit of \$20.00. The primary card will be initialized with a minimum credit of \$15.00, and the emergency card will be initialized with a minimum credit of \$5.00.

SmartPower service can be purchased only at locations designated by WCEC. Individual Member purchases are subject to a maximum of \$299.00 and a minimum of \$5.00, which must be transferred by the member to the in-house terminal.

When the value of the service consumed equals the value of prepaid purchases, electric service is subject to immediate disconnection. Service will remain disconnected until an additional purchase is made by the Member and transferred from the purchasing card to the in-house terminal.

In the event the Member has indebtedness owed to WCEC, WCEC may allow, at its sole option, the Member to pay the indebtedness by deducting a portion of the indebtedness each time a

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prepaid purchase is made. WCEC can deduct up to 30% of each purchase to apply to the indebtedness until the debt is satisfied.

WCEC will not mail or deliver regular monthly electric bills and energy consumption information to the Member. The Member shall receive a receipt of payment and other billing information at each prepaid power card purchase.

To sign up for the prepaid service, the Member must enter into an agreement to participate in the program for twelve (12) months. If the Member wishes to terminate the service before one year, a service charge of \$40.00 will be charged to remove the equipment. Also, a security deposit will be charged by WCEC to reconnect the Member to regular service. Both of these amounts must be paid in full prior to terminating the Member's SmartPower account. No service charge will be applied if the Member moves.

After twelve (12) months, the Member may terminate participation under this schedule by giving WCEC thirty (30) days written notice. If the Member elects to be served under another of WCEC's available rate schedules, the Member may be required to furnish a deposit.

Upon termination of participation, no refunds will be made for less than \$5.00 of unused electricity.

APPLICABILITY OF RULES

WCEC will furnish, maintain, and own all the prepaid power equipment including the meter, the in-house unit, and the power purchase cards. WCEC will install the meter. WCEC will deliver the in-house unit and the power purchase cards upon installation of the prepaid meter. The Member shall be responsible for connecting the in-house unit to an in-home electrical outlet and transferring purchases from the prepaid power purchase card to the in-house display terminal.

Upon installation, WCEC will provide the Member with two prepaid power purchase cards. In the event the Member loses a prepaid power purchase card and requests a replacement card, the Member shall pay a fee of \$5.00 for each replacement card.

From time to time, it may be necessary for a WCEC representative to visit the Member's premises due to a Member reported malfunction of either the meter or the in-house display unit. If the reported malfunction is valid, the trip will be made at no charge. If, however, the WCEC representative determines that there was no malfunction of the prepaid meter or the in-house display unit, the Member will be subject to a \$25.00 charge for the trip during regular business hours or a \$95.00 charge for the trip after regular business hours.

If, for any reason, the SmartPower equipment fails to work properly, the Member will be responsible for all the usage recorded on the electric meter. Also, it is the responsibility of the

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Member to call WCEC and report any problems experienced with the SmartPower equipment. The Member must ensure that WCEC has access to the WCEC SmartPower meter at all times.

WCEC reserves the right to remove its SmartPower equipment at any time. If removed for cause, the Member must pay all outstanding bills and related charges prior to removal. These related charges could include security deposits or other service charges.

In the event either the in-house display unit and/or the meter is stolen or damaged by acts of the Member or others, the Member will pay a replacement charge of \$100.00 for the in-house unit and/or \$250.00 for the meter.

Upon disconnection of the prepaid service, the Member is responsible for the safe return of the in-house display unit to WCEC. If the Member returns the in-house display to WCEC, the Member's account will be refunded \$20.00. If the in-house display unit is not returned, the Member's account will be charged \$100.00.

Replacement of batteries in the in-house display unit shall be the responsibility of the Member. The lack of operational batteries in the in-house terminal shall not be considered as a malfunction of the unit.

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CITY OF QUITMAN RETAIL RATE

SCHEDULE QTM

AVAILABILITY

Available to all meters listed in the name of the City of Quitman and subject to the rules and regulations of the Cooperative.

TYPE OF SERVICE

Single or three-phase at available secondary voltage.

NET MONTHLY RATE

All energy shall be billed at one-half (1/2) the delivered cost of power. This kilowatt-hour charge is determined by dividing one-half (1/2) of the adjusted sales of electric energy (in \$'s) by the total adjusted KWH sold for the most recent month.

LATE PAYMENT CHARGE

The above rates are net. In the event the current monthly bill is not paid within sixteen (16) days of the billing date, a five percent (5%) late payment charge will be added to the bill.

QUITMAN ADJUSTMENT

All meters contracted by the City of Quitman receive energy billed at one-half the delivered cost of power. All other meters residing within the incorporated Quitman city limits will be charged a cost recovery factor to offset this adjustment. This amount, called the Quitman adjustment, will be calculated as a kWh charge and will be applied to every non-City of Quitman meter residing with the city limits. This charge is periodically adjusted to recover the cost of fuel.

TERMS OF PAYMENT

Bills become delinquent if unpaid by due date. Service is subject to being disconnected if the bill has not been paid and proper disconnection notice has been given. Refer to Section 5, Page 17 for details on billing and payment for service.

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POWER COST RECOVERY FACTOR (PCRf) CALCULATION

The monthly charges shall be increased or decreased on a uniform per KWH basis computed monthly as follows:

$$\text{PCRf} = \frac{(A - B \pm C)}{\text{KWH}}$$

Where:

PCRf = Power Cost Recovery Factor (expressed in \$ per KWH) to be applied to estimated energy sales for the billing period.

A = Total estimated purchased electricity cost from all suppliers including fuel for the billing period, including transition charges, as defined in Texas Utilities Code Section 39.302(7), or its successor statute, billed to the Cooperative by entities authorized to recover transition charges excluding purchased power costs associated with service to consumers billed under Schedule C-1.

B = Total estimated purchased electricity cost from all suppliers including fuel which are included in the Cooperative's base rates. The base power cost is computed as:

B = (D) (KWH)

D = Base power cost in \$/KWH sold of \$.03972

KWH = Total estimated energy sales for billing period, excluding kilowatt-hours sold to consumers billed under Schedule C-1.

C = Adjustment to be applied to the current monthly billing to account for differences in actual purchased electricity costs and estimated purchased electricity costs recovered in previous periods.

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CONTRACT POWER SERVICE

SCHEDULE C-1

AVAILABILITY

Available in all territory served by the Cooperative, in accordance with its established service rules and regulations and subject to the execution of a written agreement for service provided herein between the Cooperative and the member. Service under this schedule is available only to member's electrical loads which qualify the Cooperative to purchase power and energy under its wholesale supplier's Rate Schedule C-1, and is not available for temporary, standby, or breakdown service, or for parallel operation.

APPLICABILITY

Applicable to existing consumers of the Cooperative who have a measurable and economically viable alternative source of power to serve all or a portion of their electrical requirements. This rate schedule is only applicable to that portion of the member's load which is currently being served or being evaluated for service by sources of power other than the Cooperative. Also applicable to new members with connected loads of not less than 2,000 kVA, or existing members who add additional connected load of not less than 2,000 kVA.

TYPE OF SERVICE

Three-phase, 60-hertz, at available voltages or other voltage that is mutually agreeable.

MONTHLY RATE

Consumer Charge:

Consumer specific as determined herein.

Wholesale Power Cost Charge:

The sum of all charges billed to the Cooperative by its wholesale power supplier for service rendered hereunder to the member plus a member specific mark-up applied to such wholesale charges.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be such charge specified in the agreement for service between the Cooperative and the member.

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DETERMINATION OF CONSUMER CHARGE

The Consumer Charge shall be determined on a case-by-case basis by applying a monthly carrying charge to the total investment (including any net replacements made from time to time) in electric plant facilities installed by the Cooperative for providing service herein. The total investment will include both specific reasonable allocable electric plant facilities. The monthly carrying charge shall be based upon current investment-related costs of providing service such as operating and maintenance expense, property taxes, depreciation and interest expenses, and a contribution to margins. The Consumer charge shall also include a monthly billing charge of \$50.00 and additional charges, if necessary, for the member to provide a contribution to fixed costs that, at a minimum, reflects the fixed costs allocable to the member under the Cooperative's standard applicable rate.

TERMS OF PAYMENT

The terms of payment shall be specified in the agreement for service between the Cooperative and the member.

TERM OF SERVICE

Service hereunder shall be effective to each member served hereunder based on the individual contract terms set forth in the written agreement for service between the Cooperative and the member. Such agreement shall include a facilities abandonment provision to insure recovery of the total investment described in the above DETERMINATION OF CONSUMER CHARGE and recovery of any applicable wholesale power supplier abandonment charge. The facilities abandonment charge shall be equal to the unrecovered investment less salvage value, net of the cost of removal. The investment in electric plant facilities used for determining the facilities abandonment charge will be based upon actual construction costs, though a cost estimate may be contained in the agreement. If the actual cost is less than the estimate, the member will be given the benefit of such variance by a reduction in the facilities abandonment charge. If the actual cost is greater than the estimate, the facilities abandonment charge will be increased. As set forth in the agreement, the facilities abandonment charge may be a lump-sum amount, or may be provided by a schedule of payments made during a specified term and reflecting an appropriate interest rate.

Following termination of service hereunder, the member's load shall be billed under the Cooperative's rate schedule applicable to consumers of similar load size and type.

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LARGE POWER HIGH LOAD FACTOR SERVICE

SCHEDULE HLF

AVAILABILITY

Available to members for all types of uses at any point on or near the Cooperative's three-phase lines, where the monthly peak demand exceeds 2,000 kW and the minimum monthly load factor is 70%. The monthly load factor shall be determined by dividing the member's average demand (kilowatt-hours of energy used divided by the number of hours in the billing period) by the member's metered demand. If the member's load characteristics for the current billing period fail to meet the minimum kilowatt and load factor requirements, then the member shall be billed under the Cooperative's Large Power Service Schedule LP for that billing period.

Service hereunder is subject to the rules and regulations of the Cooperative, and is not for resale, breakdown, standby, auxiliary or supplemental service. Service hereunder is also subject to the execution of a written contract for electric service between the member and the Cooperative.

TYPE OF SERVICE

Three-phase, 60 cycles at standard or accepted delivery voltages.

NET MONTHLY RATE

Customer Charge	@	\$128.00 per month
Energy Charge		
All KWH	@	2.725 ¢ per KWH
Demand Charge		
All KW of demand	@	\$6.00 per billing KW

MINIMUM CHARGES

The minimum monthly charge shall be the greater of the following:

1. A charge of \$1.15 per KVA of installed transformer capacity.
2. The demand charge.

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3. The minimum monthly charge specified in the contract.

DETERMINATION OF METERED AND BILLING DEMAND

The metered demand shall be the maximum kilowatt demand established by the member for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter. The billing demand shall be the metered demand adjusted for power factor as provided hereafter, but in no event less than 60 percent (60%) of the highest metered demand established during the preceding eleven (11) months.

POWER FACTOR ADJUSTMENT

The member agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurements indicate that the power factor at the time of member's maximum demand is less than 85%, the demand for billing purposes shall be the metered demand multiplied by 85% and divided by the percent power factor.

METERING

The Cooperative will provide metering at one point of delivery at either primary or secondary distribution voltage at the option of the Cooperative. When metering is provided at secondary distribution voltage, the Demand Charge and Energy Charge in the above NET MONTHLY RATE will be increased by 2% for billing purposes herein.

POWER COST RECOVERY FACTOR CHARGE

The above rates shall be increased or decreased subject to the provisions of the Cooperative's Power Cost Recovery Factor (PCRF). See page 15 for details of Power Cost Recovery Factor calculation.

FRANCHISE COST ADJUSTMENT

For service rendered within the incorporated limits of a municipality that charges the Cooperative a franchise fee to serve members located within the municipality, the Cooperative shall calculate the applicable franchise cost adjustment to be a separately stated adjustment on those members' bills. The amount of the separately stated adjustment shall be determined by the following formula:

$$FCA = TAB \times FCR$$

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Where:

FCA = Franchise Cost Adjustment

TAB = Total amount billed to a member within the applicable municipality for electric service under any applicable tariff or rate, excluding sales tax and any other amounts which are deductible under provisions of the Cooperative's franchise agreement with that municipality.

FCR = Franchise cost rate (expressed as a decimal) calculated by the Cooperative which includes the amount levied by the municipality during the test year within its corporate limits where the member's service is rendered plus any other cost paid or incurred by the Cooperative pursuant to or as a result of the respective municipality franchise agreement.

LATE PAYMENT CHARGE

The above rates are net. In the event the current monthly bill is not paid within sixteen (16) days of the billing date, a five percent (5%) late payment charge will be added to the bill.

TERMS OF PAYMENT

Bills become delinquent if unpaid by due date. Service is subject to being disconnected if the bill has not been paid and proper disconnection notice has been given. Refer to Section 5, Page 17 of the Wood County Electric Cooperative, Inc. Electric Service Tariff for details on billing and payment for service.

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GENERATION RIDER

RIDER G

APPLICATION

Applicable to Distributed Generation (“DG”) Facilities and Qualified Facilities (“QFs”) having a design capacity smaller than 3 MW of generation connected in parallel operation to the Cooperative’s electric system in accordance with the Cooperative’s service rules and regulations and the Cooperative’s *Customer Generation Procedures and Guidelines Manual for Members (“CG Manual”)*, which is available on request.

This rate rider is not applicable to temporary, shared, or resale service. This rate rider is applicable to service supplied at one point of delivery.

SALES TO CUSTOMER

Sales to a Distributed Generation Customer shall be consistent with the applicable retail rate tariff established by the Cooperative and in use by the Customer as if there were no Distributed Generation installation.

PURCHASES FROM A CUSTOMER’S DG OR QF FACILITY CLASSIFIED AS HAVING A DESIGN CAPACITY LESS THAN 3 MW OF CONNECTED GENERATION

Determination of billing shall be accomplished by interconnection through two meters with one measuring all energy supplied by the Cooperative to the Customer and the other measuring all energy supplied by the Customer, or a single meter capable of providing data so the Cooperative can determine the energy supplied by the Cooperative to the Customer and the energy supplied by the Customer to the Cooperative.

If the Customer’s generation is a QF, the Cooperative shall purchase power from the Customer at the avoided wholesale energy cost of the Cooperative’s power supplier, or such other rate as mutually agreed upon by the QF Customer and the Cooperative and, if requested by the Cooperative, the Cooperative’s power supplier.

If the Customer’s generation is a DG, but not a QF, the Cooperative may, at its sole discretion and upon approval of its power supplier, purchase power from the non-QF Customer at a rate that is not greater than the avoided wholesale energy cost of the Cooperative’s power supplier, as determined for each non QF-Customer on a case-by-case basis; provided, however purchase of power from a DG Customer whose generation is not a QF may be at or such other rate as mutually agreed upon by the non-QF Customer and the Cooperative and, if requested by the Cooperative, the Cooperative’s power supplier.

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MONTHLY METERING CHARGE

Each billing period the Customer shall be obligated to pay the following charges in addition to all charges indicated on his/her base rate:

Customer Charge:

25 kW and smaller	@	\$15 per meter installation
Over 25 kW and under 3,000 kW	@	\$50 per meter installation

Additional Charge:

For meter reading by Cooperative personnel where the Cooperative determines remote access to meter reading is not feasible

@ \$75 per meter installation

FACILITIES CHARGE

As determined at the sole discretion of the Cooperative on a non-discriminatory case-by-case basis to recover any additional expenses caused by the Customer's generation facility.

DATA ACCESS – COMMUNICATIONS LINK

In addition to all other charges in the Customer's tariff and this rider, the Customer will provide the Cooperative at his/her own expense a communications link as approved at the sole discretion of the Cooperative for remotely obtaining meter readings at a time or times of the month as determined at the Cooperative's sole discretion if so requested by the Cooperative.

CONTRACTS

An interconnection agreement between the Customer and the Cooperative, as indicated in the Cooperative's CG Manual, shall be required in all cases.

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SECTION 5. GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

A. INTRODUCTION

This Electric Service Tariff sets forth the terms and conditions under which electricity is supplied to its members by Wood County Electric Cooperative, Inc. These terms and conditions, as approved and amended from time to time by the Board of Directors, are intended to establish comprehensive guidelines for both Wood County Electric Cooperative's employees and its members to assure that rates, operations and services are just and reasonable to all concerned, and to establish the rights and responsibilities of both the member and Wood County Electric Cooperative. These Terms and Conditions are to be applied uniformly to all members, applicants, and former members regardless of race, color, creed, sex, age, nationality, marital status, or disability.

Wood County Electric Cooperative, Inc. reserves the right to effect changes in these Terms & Conditions to meet new and unforeseen conditions as deemed necessary and applicable by the Board of Directors of Wood County Electric Cooperative.

B. DEFINITIONS

As used in these Terms and Conditions, unless the context requires otherwise, the following words and phrases have the indicated meaning:

- (1) Cooperative: Wood County Electric Cooperative, Inc.
- (2) Member: Member/Consumer, Customer, Consumer: Any person, firm, corporation, or body politic or division thereof, receiving electric service from the Cooperative.
- (3) Applicant: Any person, firm, corporation, or body politic or subdivision thereof, requesting affirmative service or action from the Cooperative.
- (4) Permanent Residence: Any member utilizing the service of the Cooperative at a permanent dwelling of at least 90% occupancy and/or at the location of their legal residence not expected to be moved or destroyed by means other than natural causes.
- (5) Temporary, Weekend, Seasonal: Any member utilizing the services of the Cooperative at a dwelling of less than 90% occupancy, or a temporary meter loop delivering electric power for any purpose other than for use by a building contractor.

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- (6) Electric Service, Service, Services, Electricity: The actual delivery of electricity to the member and including any and all acts done, rendered, or performed in the delivery of electricity by the Cooperative.

C. BECOMING A MEMBER:

Any person, firm, corporation, or body politic or subdivision thereof may become a member of the Cooperative by:

- (1) Making a written application for membership on the form(s) prescribed by the Cooperative.
- (2) Agreeing to purchase from the Cooperative electric energy as hereinafter specified by other Terms and Conditions and the applicable rate schedule for the type of service requested.
- (3) Agreeing to comply with and be bound by the articles of incorporation and bylaws of the Cooperative and any rules and regulations adopted by the Board of Directors.

D. SECURING ELECTRIC SERVICE:

- (1) Connect fee:

The applicant, by accepting the electricity, agrees to be bound by the applicable rates and Terms and Conditions of service as approved by the Board of Directors and practiced by the Cooperative, whether or not a written agreement covering the supply of electricity is executed. A non-refundable connect fee of \$30.00 will be charged for each meter set.

- (2) Response to Approved Application for Membership:

The Cooperative will provide service as rapidly as is practical. Under normal conditions, service can be expected within seven working days to members not requiring line extension or other construction. Those applicants for residential service requiring line extensions must furnish the Cooperative with all necessary right-of-way easements, permits, and mutually agreed upon line construction contributions prior to commencing the construction. The Cooperative will then make every effort to provide service to the applicant within 90 days from the date that satisfactory arrangements have been made.

- (3) Credit Requirements and Deposits:

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- (a) Residential applicants for electric service must satisfactorily establish credit, but such establishment of credit shall not relieve the consumer from complying with rules for prompt payment of bills.
- (b) Credit worthiness of existing customers shall be determined by reviewing their payment history with the cooperative.
 - (i) Existing customers of the cooperative having 12 consecutive months or more of electric service shall be considered to have satisfactory credit provided payments for no more than four of the previous twelve months electric bills were delinquent.
 - (ii) Existing customers of the cooperative who were late in paying for electric service more than four times in the previous twelve months shall be considered to have unsatisfactory credit with the cooperative and a deposit for additional service may be required.
- (c) Credit worthiness of new applicants who are not currently receiving electric service from the cooperative shall be determined by utilizing the services of a third party credit rating bureau.
 - (i) A valid Social Security number must be provided to facilitate a credit review.
 - (ii) Failure to provide a valid Social Security number matching the name of the electric service applicant shall require a deposit be collected in advance of receiving electric service to assure payment for such services.
 - (iii) The third party credit rating bureau will indicate credit standing and based on that category, the Cooperative will require deposits as below:
 - a) Little Risk – No deposit required
 - b) Some Risk – Deposit may be required
 - c) Unsatisfactory – Deposit required
 - d) Any time bankruptcy appears on an applicant’s credit report, a deposit shall be required for electric service.

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- (iv) Residential applicants for electric service 65 years of age or older will not be screened for credit worthiness nor will a deposit be required for electric service, provided they do not have any outstanding debt with the cooperative.
- (v) If satisfactory credit cannot be demonstrated by the residential applicant using these criteria, the applicant may be required to pay a deposit.

Credit Requirements For Non-Residential Applicants

Applicants for non-residential service may be required to pay a deposit if credit worthiness of the applicant cannot be satisfactorily provided to the cooperative.

Initial Deposits

- (a) Deposits for new service at a service address previously served by the cooperative will be determined based on the average kWh used at that location for the previous twelve months.
- (b) An average monthly cost of electric service shall be calculated by applying the appropriate Rate Schedule and Power Cost Recovery Factor to the average monthly kWh used at a particular service address.
- (c) The amount of the deposit shall be equal to 2.4 times the average monthly cost of electric service, or 1/5 of the average annual billing for a particular service address.
- (d) Deposits for new service at a service address not previously served by the cooperative shall be calculated to be 1/5 of the average annual cost of electric service based upon information provided by the applicant. Information needed to calculate deposits may include, but are not limited to, square footage of the building being served, all electric service or non-all electric, and any additional equipment or appliances that may require electric service.

Additional Deposits

- (a) An additional deposit may be required if:
 - (i) The average of the customer's actual billings for the last 12 months are at least twice the amount of the initial deposit collected; and

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- (ii) A disconnection notice has been issued for the account within the previous 12 months.
 - a) The cooperative may require that an additional deposit be paid within ten days after issuing a written disconnection notice and requesting an additional deposit.
 - b) The customer may pay the total amount due on the current bill by the due date of the bill, to avoid incurring an additional deposit.
 - c) The cooperative may disconnect service if the additional deposit is not paid within ten days of the request, provided a written disconnection notice has been issued to the customer.
- (iii) Service is requested at an additional service address.

Amount of Deposit

The total of all deposits shall not exceed an amount equivalent to 1/5 of the estimated annual billing at a particular service address.

Interest on Deposits

The cooperative shall pay interest on deposits at an annual rate set by the cooperative's board of directors.

- (a) Texas Utilities Code §183.003 (Vernon 1998) relating to rate of interest shall be followed in setting the interest rate on deposits.
- (b) No interest will be paid on deposit refunded within 30 days of the deposit.
 - (i) Interest payments on deposits kept more than 30 days shall be made retroactive to the date of deposit.
- (c) Payment of interest shall be made at the time the deposit is returned or credited to the customer's account.
- (d) The deposit shall cease to draw interest on the date it is returned or credited to the customer's account.

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Notification to Customers

At the time a deposit is required, the Cooperative will, upon request, make available to applicants for, and consumers of, commercial, industrial, or residential service information about deposits. The information will contain:

- (a) The circumstances under which the Cooperative may require a deposit or additional deposit;
- (b) How a deposit is calculated;
- (c) The amount of interest paid on a deposit and how this interest is calculated; and
- (d) The time frame and requirement for return of the deposit to the consumer.

Records of deposits

- (a) The cooperative shall keep records to show:
 - (i) The name and address of each depositor
 - (ii) The amount and date of the deposit; and
 - (iii) Each transaction concerning the deposit.
- (b) The cooperative shall issue a receipt of deposit to the applicant.
 - (i) The cooperative's records of deposit shall replace any lost receipt a depositor may claim.
- (c) Records of each unclaimed deposit must be maintained for at least four years.
- (d) The cooperative shall make a reasonable effort to return unclaimed deposits.

Refunding Deposits

- (a) The cooperative shall refund deposits plus accrued interest on the balance, if any, in excess of the unpaid bills under the following conditions:

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- (i) When the customer has paid bills for service for 12 consecutive residential billings without having service disconnected for nonpayment of a bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bill, the cooperative shall promptly refund the deposit plus accrued interest to the customer. If the customer does not meet these refund criteria, the deposit and interest may be retained as security for electric service received until such time that the customer has met 12 consecutive residential billings criteria described above for a deposit refund.
- (ii) If service is not connected, or is disconnected at one service address. (Deposits are not transferable from one service address to another.)

Re-establishment of Credit.

Every applicant who previously has been a customer of the cooperative and whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) shall be required, before service is reconnected to pay all past due amounts due the cooperative. The cooperative must prove the amount of electric service received but not paid for and the reasonableness of any charges for the unpaid service, and any other charges required to be paid as a condition of service restoration.

Upon Sale or Transfer of Utility or Company

Upon the sale or transfer of the Cooperative or operating units thereof, the Cooperative shall provide the buyer all required deposit records.

SmartPower Prepaid Electric Metering Program

SmartPower is a prepaid electric purchasing system that allows customers to pay for electricity as it is consumed.

Credit worthiness of applicants for electric service willing to utilize the SmartPower prepaid electric metering program will not be screened.

No deposit will be required of customers utilizing the SmartPower prepaid electric metering program.

- (4) Wiring, Location of Meter Base and/or Meter Loop:

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- (a) All wiring of the applicant shall conform to the National Electrical Code and the specifications of the Cooperative and/or municipal wiring codes, where applicable.
- (b) A meter base, for attachment to permanent type dwellings or buildings, will be furnished by the Cooperative. Meter loops for temporary service must be procured by the applicant from a source other than the Cooperative.
- (c) The location of the meter base, meter loop, and the point at which the Cooperative's supply lines connect on the building or other point of delivery shall be designated by the Cooperative. It will be a practice of the Cooperative to designate a location that will be readily accessible for reading, testing and inspection of the equipment, and one where such activities will cause minimum interference and inconvenience to the member.
- (d) Where the point of delivery on the member's premises is changed at the request of the member, or due to alterations on the member's premises, the member shall provide to the Cooperative payment of any additional cost incurred in providing the requested change.

E. REFUSAL OF SERVICE:

- (1) The Cooperative may decline to serve an applicant until such applicant has complied with any applicable State or municipal codes and their terms and conditions of membership, and for the following reasons:
 - (a) If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given; or
 - (b) If the applicant is indebted to the Cooperative; provided however, that in the event the indebtedness of the applicant for service is in dispute, the applicant shall be served upon complying with the deposit requirements of the Cooperative; or
 - (c) If the applicant refuses to make a deposit as required by these Terms and Conditions of Membership.
- (2) In the event that the Cooperative shall refuse to serve an applicant under the provisions stated above, the Cooperative will inform the applicant of the basis of

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its refusal. An applicant refused service under the provisions described above, or under any provision in these General Terms and Conditions of Membership, may appeal such denial of service as established by board policy.

- (3) The Cooperative shall not consider the following as sufficient cause for refusal of service to a present member or applicant:
- (a) Delinquency in payment for service by a previous occupant of the premises to be served;
 - (b) Failure to pay for merchandise or charges for non-electric service purchased from the Cooperative;
 - (c) Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six months prior to the date of application;
 - (d) Violation of the Cooperative's rules and terms and conditions pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the member has first been notified and been afforded reasonable opportunity to comply with said rules and terms and conditions;
 - (e) Failure to pay a bill of another member as guarantor thereof, unless the guarantee was made in writing to the Cooperative as a condition precedent to service; and
 - (f) Failure to pay the bill of another member at the same address except where the change of the member's identity is made to avoid or evade payment of an electric bill.

F. USE OF ELECTRIC SERVICES:

- (1) The Cooperative reserves the right, but shall not be required to determine the suitability of apparatus or appliances to be connected to its line and to determine whether the operation of such be detrimental to its general supply of electricity until such time as the member shall conform to the Cooperative's specifications.
- (2) The member or applicant agrees that no electricity other than that supplied by the Cooperative shall be used in the operation of the applicant's equipment without previous written consent of the Cooperative.

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- (3) The member shall notify the Cooperative of new or unusual equipment or appliances to be added and obtain the consent of the Cooperative to the use thereof.
- (4) The Cooperative will furnish electricity to the member for use only for the member's own purposes and only on the premises occupied through ownership or lease by the member. The member shall not remeter, submeter or otherwise control electricity for resale or assignment to another or others.
- (5) The electricity furnished under this agreement is supplied by the Cooperative and purchased by the member upon its express condition that after it passes the metering equipment of the Cooperative or other point of delivery (termination of Cooperative's service equipment), it becomes the property of the member to be used only as herein provided. The Cooperative shall not, in any event, be liable for loss or damage resulting from the presence, character, or condition of the wires or appliances of the member.

G. CONTINUITY OF SERVICE:

- (1) The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electricity, but the Cooperative shall not be liable if such supply fails because of:
 - (a) Interruptions or reductions due to operation of devices installed for power system protection;
 - (b) Interruptions or reductions due to Acts of God, Governmental Authority, Independent System Operator, Independent Organization, or Regional Transmission Organization, action of the elements, force majeure, public enemy, accident, strikes, labor trouble, and;
 - (c) Interruptions or reductions which, in the opinion of the Cooperative are necessary or desirable for the purpose of maintenance, repairs, replacements, installation of equipment or investigation or inspection, or for any other cause beyond the reasonable control of the Cooperative.
- (2) In the event of national emergency or local disaster, resulting in disruption of normal service, the Cooperative may, in the public interest, interrupt service to other members to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

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H. RIGHT OF ACCESS:

The Cooperative shall have the right of access to the member's premises at all reasonable times for the purpose of reading meters of the Cooperative, for removing its property and for other proper purposes; and the Cooperative shall have the right to discontinue the supply of electricity within seven (7) days from notice to the member if such access is not given.

I. MEMBER/CONSUMER'S RESPONSIBILITIES:

- (1) The member shall be responsible at all times for the safekeeping of all Cooperative property installed on the member's premises and to that end shall give no one except authorized Cooperative employees access to such property.
- (2) The member shall be responsible to insure that no dangerous condition is allowed to exist on his premises endangering life or property.
- (3) Except as provided elsewhere in the Cooperative's tariff, the Cooperative may charge \$25.00 for each trip to a consumer's premises which is requested by the consumer, or is reasonably necessary under the terms and conditions of the Cooperative's tariff or standard operating practice (e.g., bill collection, connection or reconnection of service). If such trip is made outside of the Cooperative's normal working hours, the consumer may be charged \$95.00. No charge shall be made to investigate an outage or service irregularity unless caused by the consumer or the consumer's installation or equipment.

J. DAMAGE TO COOPERATIVE PROPERTY:

Whenever a tree shall be cut on a line of the Cooperative or whenever any line shall be negligently damaged so as to cause a disruption of service, there will be a charge based on the actual cost of restoring the line. Any damage negligently done to any Cooperative property not resulting in a disruption in service shall be charged for at the actual cost of repairing such damage.

K. THEFT OR FRAUDULENT USE OF SERVICE:

No person except an employee of the Cooperative shall alter, remove or make any connections to Cooperative meter or service equipment. No meter seal may be broken by anyone other than a Cooperative employee; provided however, the Cooperative may give its prior consent to seal breaking by an approved electrician employed by a member when deemed necessary to the Cooperative.

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In cases of meter tampering or bypassing of meter, electric energy consumed, but not metered, will be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable due to meter tampering or bypassing of meter, consumption may be estimated on the basis of usage levels of similar members and under similar conditions.

There will be a charge for all labor, material and equipment necessary to repair or replace all equipment damaged due to meter tampering or bypassing of meter.

The bill will be paid at such reasonable time as established by the Cooperative's Manager. Failure to pay said bill will be grounds for terminating the member from Cooperative service.

L. DISCONTINUANCE OF THE SUPPLY OF ELECTRICITY:

The Cooperative reserves the right to discontinue furnishing electricity to a member upon the occurrence of any one or more of the following events:

- (1) At any time without notice:
 - (a) Where a known dangerous condition exists for as long as the condition exists or;
 - (b) Where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for non-payment or;
 - (c) In instances of tampering with the Cooperative's meter or equipment by passing the same or other instances of diversion.
 - (d) Where reasonable, given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore, shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- (2) With ten (10) days notice to the member from the Cooperative the electric service may be disconnected for any of the following reasons:
 - (a) Failure to pay a delinquent account for electric service or failure to comply with the terms of a deferred payment agreement;

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- (b) Violation of the Cooperative's rules and terms and conditions pertaining to the use of service in a manner which interferes with the service of others or the operations of non-standard equipment, if a reasonable attempt has been made to notify the member and the member is provided with a reasonable opportunity to remedy the situation;
- (c) Failure to comply with deposit or guarantee arrangements.

Notice of intent to discontinue service shall be considered to be given a member when a notice is left with the member or left at the premises where his bill is rendered or posted in the United States mail addressed to the member's last post office address shown on the records of the Cooperative.

- (3) Electric service may not be disconnected for any of the following reasons:
 - (a) Delinquency in payment for electric service by a previous occupant of the premises.
 - (b) Failure to pay for merchandise or charges for non-electric service provided by the Cooperative.
 - (c) Failure to pay for a different type of service unless fee for such service is included on the same bill.
 - (d) Failure to pay the account of another member as guarantor thereof, unless the Cooperative has in writing the guarantee of the condition precedents to the service.
 - (e) Failure to pay charges arising from another billing occurring due to the misapplication of rates more than six months prior to the current billing.
 - (f) Failure to pay charges arising from another billing due to any faulty metering, unless the meter has been tampered with.
 - (g) Failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the Cooperative is unable to read the meter due to circumstances beyond its control.
 - (h) Unless a dangerous condition exists, or unless a member requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Cooperative are not

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available to the public for the purpose of making collections and reconnecting service.

- (i) The Cooperative may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring utilities, and approval from the Public Utility Commission of Texas.
- (j) The Cooperative will not disconnect service to a delinquent residential member permanently residing in an individually metered dwelling unit when that member establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill if service is disconnected. Each time a member seeks to avoid termination of service, the member must have the attending physician call or contact the Cooperative within sixteen (16) days of the issuance of the bill. A written statement must be received by the Cooperative from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the Cooperative bill or such lesser period as may be agreed upon by the Cooperative and the member or physician. The member who makes such request shall enter into a deferred payment plan.
- (k) The Cooperative will not terminate service to a delinquent residential member for a billing period in which the member has applied for and been granted energy assistance funds if any agency or administrator of these funds has notified the Cooperative, prior to the date of disconnection, of approval of an award sufficient to cover the bill, or a portion of a bill so that the member can successfully enter into deferred payment plan for the balance of the bill.
- (l) On a day when the previous day's weather highest temperatures did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at that level for the next twenty-four (24) hours according to the nearest National Weather Service (NWS) reports, or in zones where an excessive heat alert is in effect as determined by the NWS and reported by the National Oceanic and Atmospheric Administration (NOAA), the Cooperative will not disconnect a member until the Cooperative ascertains that no life threatening conditions exist in the member's household, or would exist, because of disconnect during severe weather conditions.

M. MEMBER'S RELATIONS:

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- (1) The Cooperative will assist the member or applicant in selecting the most applicable rate schedule for his proposed electric service.
- (2) The Cooperative will notify members affected by a change in rates or classification.
- (3) The Cooperative will have available for inspection at the Cooperative's offices in Quitman, Texas, all applicable rate schedules and terms and conditions.
- (4) The Cooperative will maintain a current set of maps on file at its Field Office to be able to accurately advise applicant, and others entitled to the information, as to the facilities available within its areas of certification for providing electric service.
- (5) The Cooperative will provide its members with all available information on rates and services as the member may reasonably request.
- (6) The Cooperative shall provide to its members biennially a pamphlet or packet entitled, "Your Rights as A Member," and should include the following:
 - (a) The member's right to information concerning rates and services and the member's right to inspect or obtain at reproduction cost a copy of the applicable tariffs and service rules;
 - (b) The member's rights to have his/her meter tested without charge as set out in section 5 (W) (5);
 - (c) The time allowed to pay outstanding bills;
 - (d) The grounds for termination of service;
 - (e) The steps that must be taken before the Cooperative may terminate service;
 - (f) How the member can resolve billing disputes with the Cooperative and how disputes effect termination of service;
 - (g) Information on alternative payment plans offered by the Cooperative, including, but not limited to, deferred payment plans, level billing programs, average payment plans, as well as a statement that the member has the right to request these alternative payment plans;

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- (h) The steps necessary to have service reconnected after involuntary termination;
- (i) The hours, addresses, and telephone number of the Cooperative's offices where bills may be paid and information may be obtained;
- (j) The member's right to be instructed by the Cooperative how to read his or her meter, if applicable;
- (k) The circumstances under which the Cooperative may require a deposit or additional deposit; how a deposit is calculated; the interest paid on a deposit; and the time frame and requirement for return of the deposit to the member;
- (l) A statement that funded financial assistance may be available for persons in need of assistance with their Cooperative payments, and that additional information may be obtained by contacting the local office of the Cooperative, Texas Department of Human Resources, Texas Department of Community Affairs, or the Public Utility Commission of Texas with central office telephone number and address for each state agency provided;
- (m) A statement that the Cooperative's services are provided without discrimination as to a member's race, color, creed, sex, age, nationality, marital status, or disability, and a summary of the Cooperative's policy regarding the provision of credit based upon the credit history of a member's former spouse;
- (n) Notice of any special services such as readers or notices in Braille, if available.

N. RECONNECTION OF THE SUPPLY OF ELECTRICITY:

If the supply of electricity has been discontinued for any violation of the rules of membership in the Cooperative, the Cooperative shall have a reasonable period of time in which to reconnect the member's service after satisfactory arrangements have been made for the payment of all delinquent bills and obligations due the Cooperative and after the member has corrected all unsatisfactory conditions which may have existed on the member's premises and has fully complied with these terms and conditions and with any of the conditions or obligations of any agreement with the Cooperative for the purchase of electricity.

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Every applicant who previously has been a member of the Cooperative and whose service has been discontinued for non-payment of bills or meter tampering or bypassing of meter shall be required, before service is rendered, to pay all amounts due the Cooperative or execute a deferred payment agreement if offered, and reestablish credit as provided in subsection (D) of this section. The burden shall be on the Cooperative to prove the amount of service received but not paid for and the reasonableness of any charges for such unpaid service, as well as all other elements of any bill required to be paid as a condition of service restoration.

O. COMPLAINTS:

Upon complaint to the Cooperative either at its office, by letter or by telephone, the Cooperative will promptly make a suitable investigation and advise the complainant of the results thereof.

P. CONSUMERS EQUIPMENT ON COOPERATIVE POLES:

Appurtenances or attachments of any kind shall not be affixed to Cooperative poles by members or anyone else without specific authorization from officials of the Cooperative. Adequate working space around the pole shall be left at all times.

Q. MEMBER ACCOUNT HISTORY

The Cooperative will assess a charge of \$25.00 to provide a member's account history in response to third party requests, or where the member approves such request. Member account histories which cannot be supplied from on-line reports from the Cooperative's accounts receivable database in computer printout format, will be supplied only upon payment to the Cooperative of the actual cost of providing such information.

R. BILLING AND PAYMENT FOR SERVICE

All members receiving service from the Cooperative are billed once each month unless expressly provided otherwise in a tariff or contract. Each bill shall show the issuance or billing date. In addition, the dates of service on the electric bill will indicate the dates that the member's electric meter was read.

All electric bills are payable upon receipt and due no later than sixteen (16) days from the date issued. If the sixteenth day is a weekend or holiday, the bill will be due and payable on the first business day following the sixteenth day.

In the event that a member's account is not paid within sixteen (16) days from the billing date, proper notice shall be mailed to the delinquent member. Proper notice shall consist

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of a separate mailing at least ten (10) days prior to its stated date of disconnection, with the words termination notice or similar language prominently displayed on the notice. In addition, the member's account will be assessed a 5% late penalty.

The cutoff day may not fall on a holiday or weekend, but shall fall on the next working day after the tenth day. The Cooperative shall not issue termination notices to members earlier than the first day the bill becomes delinquent so that a reasonable length of time is allowed to process mailed payments.

If payment or other satisfactory arrangements are not made, then the account is subject to be disconnected at the expiration of ten (10) days from the date of the termination notice.

If for any reason the member feels the notice is incorrect, he/she has a right to contest the notice by communicating such request to the Cooperative prior to the expiration of the ten (10) day grace period extended by the notice.

When the serviceman calls to disconnect the service, a collection fee shall be added to the account. At the time the serviceman calls to disconnect the service, if the member desires at the time to continue service, the member shall at that time be required to pay all arrears, including a collection fee of \$25.00. In the event this payment is not made, the service shall be disconnected. Before service may be restored to the member, the payment of the account's arrears plus a \$25.00 collection fee plus a \$25.00 reconnection charge shall be paid before service is reconnected.

Should a member request to reconnect service after normal business hours, an additional \$70.00 shall be paid prior to the service being reconnected.

The Cooperative will not reconnect service after 8:30 p.m. or before 8:00 a.m.

(1) **Deferred Payment Plan**

The Cooperative will offer, upon request, a deferred payment plan to any residential consumer who has expressed an inability to pay all of his/her bill, if that consumer has not been issued more than two termination notices at any time during the preceding 12 months. In other cases, the Cooperative may offer a deferred payment plan to residential consumers.

- (a) Every deferred payment plan entered into, due to the consumer's inability to pay the outstanding bill in full, shall provide that service will not be discontinued if the consumer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid. A payment of not more than one-third of

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the total deferred amount may be required as a reasonable amount under this paragraph.

- (b) For purposes of determining reasonableness, the following shall be considered:
 - (i) size of the delinquent account;
 - (ii) member's ability to pay;
 - (iii) member's payment history;
 - (iv) time that the debt has been outstanding;
 - (v) reasons why debt has been outstanding;
 - (vi) any other relevant factors concerning the circumstances of the member.

- (c) If the deferred payment plan is reduced to writing, it will state immediately preceding the space provided for the member's signature, and in boldface print at least two sizes larger than any other used thereon, that:

"If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact the Cooperative immediately and do not sign this contract. If you do not contact the Cooperative, or if you sign this agreement, you give up your right to dispute the amount due under the agreement except for the Cooperative's failure or refusal to comply with the terms of this agreement."

- (d) A deferred payment plan may include a five percent (5%) charge for late payment but will not include a finance charge.

- (e) If a member has not fulfilled the terms of a deferred payment plan, the Cooperative will have the right to disconnect service. However, the Cooperative will not disconnect service until a disconnect notice has been issued to the consumer indicating the member has not met the terms of the plan. Under such circumstances, the Cooperative may, but will not be required to offer subsequent negotiation of a deferred payment agreement plan prior to disconnection.

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- (f) The Cooperative will not refuse a member's participation in such a program on the basis of race, color, creed, sex, age, nationality, marital status, or disability.
- (g) A deferred payment plan may be made by visiting the Cooperative's business office or by contacting the Cooperative by telephone. If the member visits the Cooperative's business office, the Cooperative will ask the member to sign the deferred payment agreement. The Cooperative will provide the member with a copy of a signed agreement. If the agreement is made over the telephone, the Cooperative will send a copy of the agreement to the member.
- (h) If the member's economic or financial circumstances change substantially during the time of the deferred payment plan, the Cooperative may renegotiate the deferred payment plan with the consumer, taking into account the changed economic and financial circumstances of the member.
- (i) The Cooperative is not required to enter into a deferred payment plan with any member who is lacking sufficient credit or a satisfactory history of payment for previous service when that member has had service from the Cooperative for no more than three months.

(2) Overbilling and Underbilling

If billings for cooperative service are found to differ from the Cooperative's lawful rates for the services being purchased by the consumer, or if the Cooperative fails to bill the member for such service, a billing adjustment will be calculated by the Cooperative. If the member is due a refund, an adjustment shall be made for the overcharges. If an overcharge is adjusted by the Cooperative within three billing cycles of the bill in error, interest will not accrue. Unless otherwise provided in this section, if an overcharge is not adjusted by the Cooperative within three billing cycles of the bill in error, interest will be applied to the amount of the overcharge at the rate set by the Cooperative from time to time. Interest on overcharges that are not adjusted by the Cooperative within three billing cycles of the bill in error will accrue from the date of payment. Interest will not apply to leveling plans or estimated billings that are authorized by statute or rule. Interest will not apply to undercharged amounts unless it is found that a meter of the Cooperative has been tampered with, by-passed or diverted in such a manner as to change in any way the usage. Interest on undercharged amounts will accrue from the day the member is found to have first tampered, bypassed or diverted. If the member was undercharged, the Cooperative may back bill the member for the amount which was under billed.

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The back billing will not exceed six (6) months unless the Cooperative can produce records to identify and justify the additional amount of back billing or unless such undercharge is a result of meter tampering, bypass, or diversion by the member. However, the Cooperative will not disconnect service if the consumer fails to pay charges arising from an underbilling more than six months prior to the date the Cooperative initially notified the consumer of the amount of the undercharge and the total additional amount due unless such undercharge is a result of meter tampering, bypassing, or diversion by the member. If the underbilling is \$25.00 or more, the Cooperative will offer to such member a deferred payment plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, the Cooperative may, but is not required to, offer a member a deferred payment plan.

If any meter is found to be outside of the accuracy standards established by the American National Standards Institute, Incorporated, proper correction will be made of previous readings for the period of six months immediately preceding the removal of such meter from service for test, or from the time the meter was in service since last tested, but not exceeding six months, as the meter has been shown to be in error by such test, and adjusted bills shall be rendered. No refund is required from the Cooperative except to the consumer last served by the meter prior to the testing. If a meter is found not to register for any period, unless bypassed or tampered with, the Cooperative will make a charge for units used, but not metered, for a period not to exceed three months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

(3) Estimated Bills

When there is good reason for doing so, the Cooperative may submit estimated bills provided that an actual meter reading will be taken every three months.

(4) Disputed Bills

(a) In the event of a dispute between a member and the Cooperative regarding any bill for service, the Cooperative will promptly make such investigation as will be required by the particular case, and report the results thereof to the member.

(b) Notwithstanding any other section of these rules, the member will not be required to pay the disputed portion of the bill which exceeds the amount of the member's average monthly usage at current rates pending the completion of the determination of the dispute, but in no event more than

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sixty (60) days. The member's average monthly usage at current rates will be the average of the member's gross cooperative service for the preceding twelve (12) month period. Where no previous usage history exists, consumption for calculating the average monthly usage will be estimated on the basis of usage levels of similar members and under similar conditions.

S. LINE EXTENSION

An applicant desiring new electrical service from the Cooperative shall become a member of the Cooperative by agreeing to the terms and conditions of membership and pay a connect fee of \$30.00. The following new construction guidelines shall apply for any construction required to extend service.

The final route of any new construction will be determined at Cooperative discretion, and based upon construction measurements taken by Cooperative personnel. There will be no construction charge for any portion of the overhead single-phase line extension the Cooperative determines will be built along state, federal, city or county highways or roads.

Charges for all underground construction, regardless of location, will be based upon fees for that service as listed in this tariff.

Each applicant is responsible for securing right-of-way easements before any job construction may be scheduled. In the event permissions are not secured and the member authorizes the Cooperative to go forward with condemnation proceedings, the member will be responsible for all costs associated with those proceedings including court costs and attorneys fees.

The following table lists applicable construction charges:

Line Contribution Charges		
Description	Charge	250' Credit Allowance
Overhead Single-Phase Primary and/or Service	\$5.00/ft	\$5.00/ft
Overhead Multi-Phase Primary and/or Service	\$7.50/ft	\$7.50/ft
Underground Single-Phase Primary	\$7.50/ft	\$2.50/ft

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Underground Multi-Phase	\$9.50/ft	\$4.50/ft
Single Phase Bore (Typical)	\$7.00/ft	\$0.00
Single Phase Bore (Under Highway)	\$16.00/ft	\$0.00
Multi-Phase Bore (Typical)	\$10.00/ft	\$0.00
Multi-Phase Bore (Under Highway)	\$20.00/ft	\$0.00
Right-of-Way Clearing Heavy Timber	\$6.50/ft	\$0.00
Light/Medium Timber	\$3.00/ft	\$0.00
Condemnation Costs - The Cooperative will require reimbursement for expenses incurred to obtain distribution line easements from a member requesting new electric service when condemnation proceedings are necessary.	At Costs	

- (1) The above fees will be calculated based upon measurements by Cooperative personnel. The measurement will be calculated from the public right-of way or the next closest service point to the entrance point of the load. Construction credits will be applied to the section of construction where the load point starts. The maximum credit for any meter installation, regardless of construction method, is 250'.
- (2) The Cooperative will provide up to 250' of underground secondary cable for each new meter. The actual length of the cable given to or purchased by the member will be deducted from the 250' credit allowance. If a member wishes to purchase additional cable in excess of the length measured by Cooperative personnel, they may do so at the posted rate.
- (3) Any underground secondary required for service must be installed by the member according to applicable electrical codes and standards, and maintained by the member to those codes and standards.
- (4) All construction provided by the member must meet or exceed applicable requirements of the NEC, NESC or other requirements of governing authorities. Construction that fails to meet the minimum standards will not be connected to the Cooperative system.

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- (5) Any work associated with boring or right-of-way, when required, will be charged to the member. These charges will be in addition to regular construction fees and will be charged at the rate shown in the above schedule.
- (6) The maximum underground secondary footage allowed per meter installation will be based upon projected load size and accepted industry practices for safety and reliability.
- (7) The Cooperative will be responsible for determining the size of, and providing to the member, the appropriate meter base for the project based on the projected load. If a member desires a capacity greater than that determined by Cooperative personnel, such as a double lug or 320 amp, when it is not required by the projected load, the member must pay the difference in cost for the upgrade. For overhead construction the member is responsible for installing the meter base. For underground construction, the Cooperative will install the meter base.
- (8) All construction cost options will be explained to the member following a job assessment by a field service representative, and all cost must be paid in full before the job is scheduled for construction.

T. RELOCATION OF COOPERATIVE FACILITIES

If an individual member requests the Cooperative to convert an existing overhead service to underground, or underground service to overhead, the following charges will be calculated:

- (1) The new construction will be charged as previously defined, plus;
- (2) The depreciated original cost of any existing overhead (or underground) facilities adequate to serve the load less the estimated value of salvage, plus;
- (3) The estimated cost of removing such overhead (or underground) facilities.
- (4) All such payments or financial arrangements satisfactory to the Cooperative shall be made prior to the scheduling of the installation of any facility.
- (5) In all cases where new installations and/or additions to existing installations are to be made, the Cooperative shall be consulted as to the location of all service connections and/or meters and metering equipment. The Cooperative shall also

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be consulted regarding the size and character of load to be connected or added and the characteristics of service to be supplied.

The cooperative will determine the feasibility of a members' request to move existing lines, and if so, will provide a cost estimate for the job. The member will be responsible for all costs associated with the job and must pay the initial estimate costs before construction will be scheduled.

U. RETURNED CHECK DISPOSITION

Any member who submits a payment on an account by writing a check or by bank draft will be charged a \$30.00 handling charge plus any applicable bank charges for each check or bank draft that is returned to the Cooperative due to insufficient funds.

The member will be notified by the Cooperative that as a result of his/her check being returned that their account is considered unpaid. Members receiving such notice must clear their accounts affected by the returned check within five days or service is subject to be disconnected for non-payment.

In the event that two such checks are given by a member in a six (6) month period, said member will be notified and placed on a cash basis for the next twelve (12) months. Then, after the twelve (12) month suspension, any other returned check could cause this member to be placed on a cash basis permanently.

This cash basis shall be defined as payment by cash, money order, cashier's check, or credit card only. In addition, any member suspended from issuing the Cooperative personal or business check will have any such check returned without endorsement and his account will remain unpaid.

V. MISCELLANEOUS SERVICE CHARGES

WCEC is asked from time to time to perform additional services for members that are not included in the rates for electric utility service. The following miscellaneous service charges will be applied when such service is requested.

- | | | |
|-----|--|---------|
| (1) | Charge for member requesting a light switch for an existing vapor light | \$25.00 |
| (2) | Charge for assisting member on locating a fault in underground secondary cable on the member's side of the meter after normal business hours | \$25.00 |

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- (3) Charge for changing out an M8-10 meter base or underground meter base to accommodate an additional underground secondary cable for a shop, well, barn, etc. \$75.00

W. METERS AND METER TESTING

(1) SCOPE

This section establishes the performance criteria for the various metering devices in use or expected to be used by the Cooperative to measure electric energy supplied to its members.

(2) RESPONSIBILITY OF THE COOPERATIVE

The Cooperative shall have the responsibility of insuring that no permanently installed meter is placed in service or is allowed to remain in service unless its accuracy requirements are within the requirements established by the Commission and the American National Standard Code for Electricity Metering (ANSI C12).

(3) DEFINITIONS

- (a) Accuracy. The extent to which a given measurement agrees with the defined value.
- (b) Creep. A continuous motion of the rotor of a meter with normal operating voltage applied and the load terminals open-circuited. (The rotor (disk) is to stop turning when all load on the member's side of the meter has been disconnected.)
- (c) Demand Meter. A metering device that records the demand or both the demand and the kilowatt-hour usage.
- (d) Watt-hour Meter. A metering device that records the electric energy delivered to the member and is usually measured in kilowatt-hours.

(4) ACCURACY REQUIREMENTS FOR METERS

- (a) Watt-hour meters are to be considered acceptable when the meter disk does not creep, and when the percentage registration is not more than 102% or less than 98%.

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- (b) Demand meters shall be considered performing within accepted accuracy standards when the error in registration does not exceed 4% in terms of full-scale value when tested at any point between 25% and 100% of full-scale value.
- (c) Meters shall be adjusted as closely as practicable to the condition of zero error. The tolerances specified above only allow for necessary variations.

(5) METER TESTING AT MEMBER'S REQUEST

- (a) Each member of the Cooperative may, as he deems necessary, request that a meter test be conducted. One such test will be conducted without charge to the member every four years. Any additional tests, conducted at the member's request and if the meter tested is found to be within the accuracy standards described above, will require the member to remit a \$25.00 service charge to the Cooperative.
- (b) Any member requesting that a meter test be conducted, may, if he desires, make arrangements with the Cooperative to have the test performed at a time when either he or his authorized representative will be available to observe the test. Meter testing will be restricted to the Cooperative's normal business hours, 8 A.M. to 5 P.M., Monday through Friday.
- (c) Meter tests will be conducted on the member's premises whenever possible.
- (d) Promptly following the completion of any requested meter test, the Cooperative will advise the member of the date of the test, the result of the test, what agency made the test, and if applicable the date of removal of the meter.

(6) BILL ADJUSTMENT DUE TO METER ERROR.

If any meter is found to be outside of the accuracy standards established by the American National Standards Institute, Incorporated, proper correction will be made as provided in the Overbilling and Underbilling section.

X. SWITCHOVER POLICY

- (1) Changing Electric Service to Another Electric Service Provider

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- (a) Eligibility – Members of the Cooperative who are located in an area “Multiply Certificated” by the Public Utility Commission of Texas (PUCT).
- (b) Request for Change – The consumer of the Cooperative shall make a request of the Cooperative in writing, stating the date service is to be terminated, and the member’s Cooperative account number.
- (c) Retail Electric Service Switchover – A request to switch service currently provided by the Cooperative to a consuming facility to another Electric Service Provider that has the right to serve the facility shall be handled pursuant to PUCT Substantive Rule §25.27, a copy of which will be provided upon request.
- (d) Charges:
 - (i) Base Charge of \$155.00;
 - (ii) Base Charge Adder of \$35.00.

(2) Changing Electric Service to the Cooperative

- (a) Eligibility – Consumers in areas designated as “Multiply Certificated” by the PUCT where electric service is being provided to a consumer by another Electric Service Provider other than the Cooperative and where the Cooperative is Multiply Certificated to serve the consumer.
- (b) Request for Change – The consumer shall notify the Cooperative of the desire to change electrical service. The consumer shall notify the Electric Service Provider presently providing service, of his or her desire to change service providers. The consumer shall provide evidence that he or she has satisfactorily complied with the switchover tariff or other applicable requirements of the Electric Service Provider presently providing retail electric service or distribution or “wires” service.
- (c) Charges – Service shall be extended to the consumer upon the payment of all applicable charges.

Y. DISTRIBUTED GENERATION OF 3 MW OR LESS

(1) INTRODUCTION

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The Cooperative will, in conformity with the requirements of law, interconnect distributed generation facilities owned or leased by Members of the Cooperative (“Distributed Generation” or “DG”) as defined in Section (9) below, subject to the terms and conditions set forth in the Cooperative’s Electric Service Tariff, including all rates, service rules and regulations therein. In addition, the Member requesting to interconnect a DG facility to the Cooperative’s electric distribution system is responsible for and must follow all provisions in the Cooperative’s Customer Generation Procedures and Guidelines Manual for Members (the “CG Manual”), the Policies and Procedures of the Cooperative’s power supplier where applicable, the current IEEE 1547 Standard Guide for Distributed Generation Interconnection, and any and all other applicable governmental and regulatory laws, rules, ordinances or requirements.

A Member may serve all of its loads behind the meter at the location serving the DG facility, but the Member will not be allowed to serve multiple meters, multiple consuming facilities or other Members with a single DG facility or under a single DG application.

DG facilities having a design capacity larger than 3 MW are neither covered by this tariff nor the CG Manual and will be considered by the Cooperative and its power supplier on a case-by-case basis.

Members must notify the Cooperative of their intent to connect their generation facilities to the Cooperative’s electric distribution system prior to such connection, as set forth in Section (3) below.

(2) QUALIFYING FACILITIES

Subject to the foregoing requirements, the Cooperative will, in conformity with the requirements of law, interconnect with, purchase electricity from, and sell electricity to generating installations which are "qualifying facilities" (“QFs”) as defined in Federal Energy Regulatory Commission Rules promulgated under Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. This tariff applies to the interconnection and parallel operation of all such qualifying power generating installations having a design capacity of 3MW or less as well as to electric utility service to such generating installations. If any part of these sections shall be in conflict with any other provision of this tariff, these sections shall control. By agreement, the Cooperative and Member may establish additional or different terms, conditions, or rates for the sale or purchase of electricity. However, for generating installations having a designed capacity in excess of 3 MW, the terms for any sale or purchase of electricity shall be individually negotiated and approved by the Cooperative’s Board of Directors.

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QF facilities shall not be subsidized by other members and shall be required to operate in a manner which does not degrade the service to others. QFs may or may not also be DGs.

(3) REQUIREMENTS PRIOR TO OBTAINING INTERCONNECTION

Any Member owning or operating a DG or QF facility (hereafter "Producer") and desiring to interconnect with the Cooperative's system shall meet the following requirements:

(a) INITIAL REQUIREMENTS

The Producer must notify the Cooperative, complete the "Application for Operation of Customer-Owned Generation", submit a plan detailing the electrical design, interconnection requirements, size and operational plans for the DG or QF facility (the "DG Plan") and pay application and engineering fees, all as set forth in Section II of the Cooperative's CG Manual.

(b) COOPERATIVE AND POWER SUPPLIER REVIEW PROCESS

The Cooperative and its power supplier, if requested by the Cooperative will review the Producer's application and return an interconnection analysis to the Producer in accordance with Section III of the CG Manual.

Any review or acceptance of such a plan by the Cooperative shall not impose any liability on the Cooperative and does not guarantee the adequacy of Producer's equipment to perform its intended function. The Cooperative disclaims any expertise or special knowledge relating to the design or performance of generating installations and does not warrant the efficiency, cost-effectiveness, safety, durability or reliability of generating installations, plus other factors considered important by the Cooperative in each individual situation.

(c) LINE EXTENSION AND MODIFICATION TO COOPERATIVE'S FACILITIES

The Producer must comply with the conditions for extension or modification of the Cooperative's distribution system as may be determined by Section V(1) of the Cooperative's CG Manual.

(d) APPLICABLE REGULATIONS

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The DG or QF facility shall be installed and operated subject to all applicable regulations, including but not limited to, those stated in Section V(2) of the Cooperative's CG Manual.

(e) LIABILITY INSURANCE

The Producer must furnish proof of adequate insurance meeting the requirements applicable to the size of the DG or QF facility as set forth in Section V(3) of the Cooperative's CG Manual.

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(f) CONTRACTS

The Producer must sign and deliver to the Cooperative the applicable interconnection and purchase power contracts referenced in Section V(4) of the Cooperative's CG Manual.

(4) INITIAL INTERCONNECTION

Upon satisfactory completion of the review process and execution of the required contracts described above, the Cooperative will begin installation of the interconnection of DG or QF facilities as set forth in Section V(5) of the Cooperative's CG Manual.

(5) REFUSAL TO INTERCONNECT SERVICE OR DISCONNECTION OF INTERCONNECTION SERVICE

The Cooperative may, at its sole discretion, prevent the interconnection or may disconnect the interconnection of DG or QF facilities due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other reasonable issue. Any disconnection may be without prior notice.

(6) OPERATION OF PARALLEL FACILITY

The purpose of this section is to outline the Cooperative's operational requirements for DG or QF facilities operated in parallel with the Cooperative's system and is not intended to be a complete listing of all operational, regulatory, safety and other requirements.

(a) OWNERSHIP OF FACILITIES

The Producer shall own and be solely responsible for all expense, installation, maintenance and operation of all facilities, including all power generating facilities, at and beyond the point of delivery as defined in the Cooperative's tariffs.

At its sole discretion, the Cooperative may locate cooperative owned metering equipment and transformers beyond the point of delivery.

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(b) SELF PROTECTION OF DG OR QF FACILITIES

The Producer will furnish, install, operate and maintain in good order and repair all equipment necessary for the safe operation of the power generating installation in parallel with the Cooperative's electric distribution system. The Producer's DG or QF facility and related equipment will meet the requirements of Section VII(2) of the Cooperative's CG Manual.

(c) QUALITY OF SERVICE

Producer's generating installation will generate power at the nominal voltage of the Cooperative's electric distribution system at the Producer's delivery point as defined by ANSI C84.1 Range A, and will also comply with the quality of service requirements set forth in Section VII(3) of the Cooperative's CG Manual.

(d) SAFETY DISCONNECT

The Producer shall install a visible load break disconnect switch at the Producer's expense and to the Cooperative's specifications, which will be operated as set forth in Section VII(4) of the Cooperative's CG Manual.

(e) ACCESS

Persons authorized by the Cooperative will have the right to enter the Producer's property for purposes of testing, operating the disconnect switch, reading or testing the metering equipment, maintaining right-of-way or other Cooperative-owned equipment and/or Cooperative service requirement. Such entry onto the Producer's property may be without notice.

If the Producer erects or maintains locked gates or other barriers, the Producer will furnish the Cooperative with convenient means to circumvent the barrier for full access for the above-mentioned reasons.

(f) LIABILITY FOR INJURY AND DAMAGES

The Cooperative and/or its power supplier and the Producer shall not be liable to each other for either direct or consequential damages resulting from failures, interruptions, or voltage and waveform fluctuations occasioned by causes reasonably beyond the control of the Cooperative

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and/or its power supplier including, but not limited to, acts of God or public enemy, sabotage and/or vandalism, accidents, fire, explosion, labor troubles, strikes, order of any court or judge granted in any bona fide adverse legal proceeding or action, or any order of any commission, tribunal or governmental authority having jurisdiction. ALL PROVISIONS NOTWITHSTANDING, IN NO EVENT SHALL THE COOPERATIVE BE LIABLE TO THE PRODUCER FOR ANY INTEREST, LOSS OF ANTICIPATED REVENUE, EARNINGS, PROFITS, OR INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF PRODUCER'S PREMISES OR FACILITIES FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED, IN WHOLE OR PART, TO THIS AGREEMENT. The Cooperative shall not be liable in any event for consequential damages.

Cooperative and Producer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the point of interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the lines, wires, switches, or other equipment or property and will not be responsible therefore. Producer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery specified by the Cooperative.

For the mutual protection of the Producer and the Cooperative, only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the Producer's service entrance conductors to be energized.

The Producer is solely responsible for insuring that the DG or QF facility complies with all applicable regulations including, but not limited to, laws, regulations, ordinances, Cooperative and Cooperative power supplier tariffs, policies and directives, and Public Utilities Commission of Texas rules, policies and directives.

(g) INDEMNIFICATION

The Producer shall indemnify the Cooperative and/or its power supplier against and hold the Cooperative and/or its power supplier harmless from all claims by third parties for both injuries to persons, including death

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resulting therefrom, and damages to property occurring upon the premises owned or leased by the Producer arising directly or indirectly from the Producer's DG or QF facility.

(h) METERING

If the output of the Producer's generating installation is to be purchased by the Cooperative, it will be measured by meters and metering equipment specified, installed and owned by the Cooperative as follows:

- (i) Power flow at the point of interconnection will be measured by metering equipment capable of providing data so the Cooperative can determine each billing period the energy supplied to the Producer by the Cooperative and the energy supplied to the Cooperative by the Producer.
- (ii) There shall be no net metering, except as may be provided by item (vii) below.
- (iii) The meter(s) shall be read at a time or times of month determined at the Cooperative's sole discretion for acquiring metering data. The Producer shall provide the Cooperative an approved communications link at the Producer's cost for this purpose if so requested by the Cooperative. The type of communications link and metering equipment measuring purchase of power by the Cooperative shall be installed and specified at the sole discretion of the Cooperative.
- (iv) The Cooperative may, at its sole discretion, require the Producer to pay the Cooperative in advance for metering and monitoring equipment and installation expense.
- (v) Meter testing shall follow the Cooperative's standard policy on metering testing and accuracy.
- (vi) At its sole discretion, the Cooperative may meter the DG or QF facility at primary or secondary level.
- (vii) If permitted by the Cooperative's power supplier, and at the Cooperative's sole discretion, a DG or QF facility having a design capacity of 15 kW or less that is fueled by a renewable energy source may be net metered by one of the following methods:
 - a) Installing a single meter which runs forward and backward or
 - b) Installing a single meter, which has two registers, each measuring the flow of energy in a single direction and

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- netting the energy consumption between the two registers to determine the net monthly flow of energy or
- c) Installing two meters, each measuring the flow of energy in a single direction and netting the energy consumption between the two meters to determine the net monthly flow of energy

The meter(s) will, by comparison with accurate standards, be tested and calibrated as often as necessary. The Producer or the Cooperative may reasonably request such tests, and shall be given notice of not less than five (5) working days when such tests are to be made. Both the Producer and the Cooperative will have the right to be present at such tests.

If a meter is found to be inaccurate, it shall be restored to an accurate condition or replaced. If the tests disclose that no unacceptable inaccuracies exist in the meter(s), then the party requesting the tests shall bear the expense of the tests. A report of the results of any test shall be furnished promptly to the Producer by the Cooperative or the Cooperative's testing agent. Any meter(s) registering a deviation of not more than two percent (2%) from normal shall be deemed accurate. The readings of any meter(s) which have been inaccurate shall be corrected according to the percentage of inaccuracy as determined by the test for a period of no more than ninety (90) days prior to the tests. If any meter fails to register for any period, the generation facility output during such period shall be estimated in the best manner possible as agreed upon by the Cooperative and the Producer.

(i) NOTICE OF CHANGE IN INSTALLATION

The Producer will notify the Cooperative in writing thirty (30) days in advance of making any change affecting the characteristics, performance, or protection of the DG or QF facility.

If any modification undertaken by the Producer will create or has created conditions which may be unsafe or adversely affect the Cooperative system, the Producer shall immediately correct such conditions or be subject to immediate disconnection from the Cooperative system.

Any change in the operating characteristics of the DG or QF facility including, but not limited to, size of generator, total facility capacity, nature of facility, fuel source, site change, hours of operation, or type used, may require a new application process, including, but not limited to,

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application form, application fee, DG or QF plan and DG or QF plan review by the Cooperative.

(j) TESTING AND RECORD KEEPING

The Producer will test all aspects of the DG or QF facility protection systems, maintain records of all maintenance activities, and keep a log of generator operations, as required in Section VII(9) of the Cooperative's CG Manual.

(k) DISCONNECTION OF SERVICE

The Cooperative may, at its sole discretion, discontinue the interconnection of DG or QF installations due to reasons such as safety concerns, reliability issues, power quality issues, breach of interconnection contract or any other reasonable issue.

(l) COMPLIANCE WITH LAWS, RULES, AND TARIFFS

The DG or QF installation owned and installed by the Producer shall be installed and operated subject to and in accordance with the terms and conditions set forth in the Cooperative's rules, regulations, bylaws, rates and tariffs, as amended from time to time, and, if applicable, approved by the Cooperative's Board of Directors, which are incorporated herein by reference, and in compliance with all applicable federal, state and local laws, regulations, zoning codes, building codes, safety rules, environmental restrictions, ordinances and regulations, including without limitation, those of regional transmission organizations and independent system operators, and in accordance with industry standard prudent engineering practices.

(7) SALES TO PRODUCER

Producer's rate class shall be designated by the Cooperative in accordance with the availability and type of service provisions in its rate schedules for all service.

(8) PURCHASE FROM PRODUCER

(a) PURCHASE

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The Cooperative will compensate Producer for all power purchased from a DG or QF under the rates, terms and conditions set forth in the Cooperative's Generation Rider (Rider G).

(b) REFUSAL TO PURCHASE

The Cooperative may, at certain times and as operating conditions warrant, reasonably refuse to accept part or all of the output of the Producer's facility. Such refusal shall be based on system emergency constraints, special operating requirements, adverse effects of the Producer's facility on the Cooperative's system or violation by the Producer of the terms of the Cooperative Agreement for Interconnection and Parallel Operation of Customer Generation.

(9) DEFINITIONS

(a) DISTRIBUTED GENERATION FACILITY

Means a Member owned or leased generation facilities, operating at a distribution voltage of 35 kV or less, including any generator and associated equipment, wiring, protective devices, or switches owned or leased by Producer.

(b) PRODUCER

Means any Member (person, firm, corporation, partnership, or other entity) owning or leasing a distributed generation facility or a qualifying facility.

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SECTION 6. SERVICE AGREEMENT FORMS